

EMPLOYERS' LIABILITY BILL.

LETTER TO

THOMAS BURT, M.P.,

BY

CHARLES BRADLAUGH.

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LETTER TO THOMAS BURT, M.P.

DEAR MR. BURT,

I desire to make a special and detailed statement as to my exact position in relation to the Employers' Liability Bill, and I have selected the form of an open letter to yourself because of your life-long devotion to the cause of the workers, of my sincere recognition of your absolute unselfishness, of my most complete reliance on your unswerving truthfulness, and last, but not least, because of our long and hitherto unbroken friendship, commencing with personal kindness from yourself fully a quarter of a century ago, and continued with like personal kindness in Parliament when few others showed me any. I address you in your capacity as a miner's representative, as one of the earliest labor members of the House, and as President of the Miners' National Union. I write to you because I wish my words to reach those amongst the workers who rightly respect you for your loyal service, and need scarcely say that any words you choose to send in reply shall have the same publicity. I see many papers declare that I ought not to speak or vote against the

wishes of the workmen on a labor question, and I quite recognise that I take on myself grave responsibility if I controvert the well-informed opinions of workmen on any points materially affecting themselves. For that reason I proffered to Mr. Broadhurst to debate the whole matter in St. James' Hall before an audience of Trades Unionists, but I can hardly accept resolutions which seem to me to have been passed on an entire misapprehension consequent on partial and incomplete information, especially when, as in this case, I have earnestly striven to acquaint myself with the facts.

I commence by referring to the Session of 1886, at a time when the Conservatives were in Office, when "a Bill to amend the Employers Liability Act 1880" was introduced by yourself and Mr. Broadhurst, supported by Mr. Joicey, Mr. Haldane, and Mr. Lockwood. This Bill was in every sense the Bill of the Trades Unions, supported by the Parliamentary Committee of those Unions, and may be fairly taken to be what the labor members—then stronger in the House than they are at present—thought that they might fairly ask from a House of Commons in which, though the Conservatives were in office, there was then a Liberal majority. I will therefore—in view of what is now being rather sharply said against myself, and of what the labor members generally have said against the Employers' Liability Bill of the present Session—point out what the Bill of 1886 proposed and what it did not propose.

- (1) It re-enacted the Act of 1880, making it permanent.
- (2) It forbade future contracting out.
- (3) It, in doing this, legalised all contracting out up to the time of passing the Act.

(4) It provided that in determining compensation to the workman the Court might amongst other things take into consideration payment made by the employer to any insurance fund, to the extent to which the workman had actually received compensation.

(5) It forbade removal to superior court unless amount claimed exceeded £100.

(6) It gave the court power to dispense with notice of injury in the event of (1) the employer having knowledge of the injury within six weeks, or (2) that there was reasonable excuse for the omission of notice.

a. The Bill of 1886 did not legislate against the London and North Western Railway scheme or any other arrangement for contracting out then existing.

b. It did not in any fashion, except as stated in 2, 3, 4, 5, and 6, extend or vary the Act of 1880.

c. That is, it was quite silent on the doctrine of common employment. It made no proposal to amend the definition of superintendence. It did not seek to make employers liable for sub-contractors. It did not try to enlarge the time for giving notice of injury; nor did it facilitate the service of such notice. It did not propose to increase the amount of damage receivable by the workman. On these last five points it was less favorable to the workman than the Bill of the present Session. It contained a recognition of contribution by the employer to an insurance fund to which I have to draw fuller attention later.

Resolutions in support of this Bill of 1886 were enthusiastically passed at many trades union meetings, and petitions from organised trades were presented to the House of Commons in its favor. I presume, therefore, that in 1886 that Bill was considered by the labor

party as a good Bill, and one which in the interests of workmen ought to have been passed into law. This is material, because I think I shall show you clearly, and beyond the possibility of contradiction, that the Employers' Liability Bill, 1888, which has just been abandoned on the opposition of yourself and your fellow labor members, is in many material respects a better Bill than the labor party's own Bill of 1886, and that the matters alleged by labor members against the Bill of 1888 are (with two exceptions) all matters which might have been equally urged by them against their own Bill of 1886, which they then praised.

After the Bill of 1886 had been printed, but before the date of its second reading, the Conservative Government resigned and the Liberals came into office, and on the 11th March, 1886, the Bill of 1886 was referred to a Select Committee, together with another amending Bill, introduced by Mr. Arthur O'Connor. That Committee consisted first of 16, afterwards of 18 members, viz. 9 Liberals, 2 for the Irish party, 7 Conservatives. The Liberals were in the usual way selected by the Government whips, Mr. Broadhurst being a member of the Government. No sort of objection was ever taken by the labor members in the House to the constitution of the Committee. I did not know of the proposed Committee until I was asked to join it, and though, believing it gave me opportunity for service to the people, I was very pleased to be one of those selected, I neither directly nor indirectly solicited the nomination, which to me involved an enormous addition to my already heavy parliamentary work. The Committee held eighteen sittings, seventeen of four hours each. I attended throughout every

meeting. Mr. William Crawford of the Durham Miners was also a member, and was present at eleven sittings, his health preventing his more regular attendance. Sir Thomas Brassey (now Lord Brassey) was chairman, and attended fifteen out of the seventeen important sittings. The Committee found considerable difficulty in getting the necessary evidence for the case of the workmen, for while the employers of every section had arranged to present evidence before the Committee, no arrangements appeared to have been made by the Parliamentary Committee of the Trades Unions, and except Mr. George Shipton, who attended on my request, no single witness was ever presented on behalf of that Committee. I applied in writing to Mr. Broadhurst and Abraham, and verbally to you and to Messrs. Fenwick and Pickard to provide evidence to be given before the Committee. From yourself, Mr. Fenwick, and Mr. Pickard, I received the assistance of witnesses from the Northumberland and Yorkshire miners. Mr. Crawford, of course, arranged for the Durham miners. Mr. Abraham repeatedly promised, but his witnesses from Wales never came. Mr. Broadhurst furnished me with a list of trades unions, to all of which bodies I wrote, but none of the representatives ever gave evidence, though some of them attended as the public during the meetings of the Committee. I communicated this more than once to Mr. Broadhurst, and to Mr. Shipton, to whom he had referred me. Mr. Arthur O'Connor procured very valuable legal evidence from Scotland, and I was fortunate enough to obtain the evidence of Mr. Shaen and Mr. Woods. Mr. Murchie wrote, and afterwards came, from Manchester, saying that he did so in consequence of the complaints I had

made in the *National Reformer* of the difficulty in getting evidence.

It is due to the Select Committee to say that they worked earnestly to evolve the best possible Bill in view of the maintenance of the great industries of the country. Mr. Arthur O'Connor, whose proposals in his Bill were more advanced than those contained in the Bill promoted by the labor members, was never absent from a single sitting. Sir Thomas Brassey was not only most assiduous, but seemed ever ready to champion the interests of the employed.

The report of the Select Committee was presented to the House and ordered to be printed on the 11th June, 1886, and I am not aware that Mr. Broadhurst, or the labor members, or any of the Trades Unions or the Trades Congresses, ever made any unfavorable criticisms on that report. Certainly no such communication ever reached me. I regretted that the Conservative Government did not, in 1887, introduce any Bill to amend and make permanent the Act of 1880, which, but for the Continuance Bill, would have expired last year; and I repeatedly pressed the Government with questions on this point. I still more regret that the Government did not proceed at once with the Bill introduced on the 27th February, 1888. My greatest regret is that when the Bill was printed, although it was then seen to be in most respects an advance in the interests of the workman, not only on the Act of 1880, but also on the Bill of 1886, it should have provoked such strong denunciation. Mr. Benjamin Pickard has, outside the House, described it as "the worst Bill ever introduced by a Tory Government". Mr. Broadhurst denounced it as "a sham, misleading, mischievous—the

worst Bill ever introduced to the House". What is really the character of the Bill of 1888 so denounced? Except in one or two respects, it is either the re-enactment of the Act of 1880, or it is the adoption of suggestions contained in the report of the Select Committee of 1886. Those suggestions were certainly intended in the interest of the workmen.

I have been much blamed in the press and by some speakers for the personal attack on Mr. Broadhurst which characterised my speech in the House; but I would dare appeal to you whether the provocation and justification for every word I used was not to be found in the reckless array of epithets with which Mr. Broadhurst's speech abounded against the Bill. He described it as a London and North Western Protection Bill; but while that was not true, it was true that his own Bill in 1886 did effectually protect the London and North Western Railway Company. He described it as an attempt by a Tory Government to introduce German Socialism into this country. I do not find the attempt in the Bill, but, presuming that he referred to Clause 3, then this was not the work of the Tory Government but was due to the unanimous report of a committee on which there were only seven Tories out of eighteen members. It is said that it was no part of my duty to defend the Government, but it was surely my duty to defend the work of a Select Committee of 1886, especially as the Chairman was no longer a member of the House.

In his speech, in the House of Commons, Mr. Broadhurst spoke of an amendment which he said he had tried to induce the Government to accept, which amendment he stated had been printed; and, if it had been accepted by the

Government, he said the Bill might have been allowed to pass this Session. This amendment was in the following words :

“ Clause 3, page 3, leave out all after (‘ void ’) in line 25, and insert—(‘ Provided, that where, before the commencement of this Act, an employer has made with his workmen, or any of them, a contract whereby the workmen have for valuable consideration deprived themselves of any right under this Act, this section shall not apply to a workman working for that employer or his successors in business, and shall not prevent similar contracts being made by that employer or his successors in business with the workmen at any time hereafter employed by or working for him or them.’)

“ Leave out clause 4.”

and further, the Act was to commence May 1st.

The effect of this amendment would have actually been to legalise, *inter alia*, the very arrangement of the London and North Western Railway Company, which has been so strongly denounced by several of your labor colleagues. It might have legalised for ever every contracting out already perfected, and it would have left the matter open for further contracting out up to May 1st. Under this amendment no employee of the London and North Western Railway Company, or of any other employer, would have had any appeal except as to whether he had received “ valuable consideration ”, whatever that may mean, for signing away his rights under the Act. What was the case sought to be made out against the Bill and the Government by Mr. Broadhurst, and supported by the labor members? First, that the Home Secretary sat like “ a stone wall ” in the Grand Committee on Law, and would allow no amendments. As a mere matter of fact this is inaccurate. The Bill, as it went into

committee, occupied nine printed pages. As it came out of committee it occupied eleven and a quarter pages, and in addition, the Home Secretary promised on report to amend Clause 3, so as to prevent collusive contracts; and, before report, in accordance with that promise, he had placed on the paper an amendment to give effect to his pledge.

The next objection urged by the Labor Members was that the Bill did not get rid of the doctrine of common employment, *i.e.*, the rule of law that where an employee suffers injury from the act of a fellow employee, the injured workman cannot sue the common employer. To this doctrine the Act of 1880 made some exceptions, but it was found that the workman suffered in the courts because sec. 1 of the Act 1880 said :

“The expression ‘person who has superintendence entrusted to him’, means a person whose sole or principal duty is that of superintendence, and who is not ordinarily engaged in manual labor.”

The evidence before the Select Committee shewed that many persons having effective superintendence were often engaged in manual labor, and that several workmen had on this point failed in court in recovering damages.

The Labor Members' Bill of 1886 unfortunately left the Act of 1880 untouched in this respect, and was silent on the doctrine of common employment. The Bill of 1888 did do something to help the workman in this respect, for by sec. 15 it proposed to enact :

“The expression ‘superintendence’ means such general superintendence over workmen as is exercised by a foreman, or person in a like position to a foreman, whether the person

exercising superintendence is, or is not, ordinarily engaged in manual labor."

I am not in favor of the doctrine of common employment; but the Liberal Government did not try to abolish it in 1880. The Trades Union Bill did not propose to abolish it, or even to diminish it, in 1886. The Bill of 1888 had the merit that it tried to lessen it.

Mr. Broadhurst strongly attacked the Bill on account of Clause 5, which requires notice of injury within three months; but he must have forgotten that the Bill he thought good enough in 1886 required the notice of injury to be given within six weeks. The Bill of this year was at least preferable in lengthening the time. It also gave facilities to the workman for serving and proving the notice which were not contained in the Bill of 1886. The present Bill, like that of 1886, had also a clause that want of notice should be no bar if the court was of opinion that there was reasonable excuse. It may be that no notice ought to be required, and I so argued in the Select Committee; but, as the labor party did not try to abolish notice in 1886, they ought hardly to denounce the Government for not doing it in 1888.

Another point strongly attacked by Mr. Broadhurst was the limit in Clause 9 of the compensation as not to

"exceed either such sum as may be found to be equivalent to the estimated earnings during the three years preceding the injury of a person in the same grade, employed during those years in the like employment, and within the district in which the workman is employed at the time of the injury, or two hundred and fifty pounds, whichever is the larger".

But Mr. Broadhurst, in the Bill of 1886, had proposed

to re-enact only the Act of 1880, sec. 3 of which, stopping at the word "injury", limited the compensation recoverable to the three years' estimated earnings. The evidence taken showed that in cases of apprentices and learners this operated harshly; and the Government, on the recommendation of the Committee, have actually increased the limit beyond what the labor members thought sufficient in 1886.

Clause 12 of the Bill, which was also attacked, gives an advantage to workmen in permitting them to join a common law claim in a county court plaint with a claim under the Act. It is objectionable in depriving the workman of his right to have a claim at common law decided by action brought in the superior court. I have proposed to omit the words "and shall not be brought otherwise". This would avoid the objection, and I have reason to believe that my amendment would now be accepted.

The great array of objections comes, however, to the third clause, which I therefore reprint :

"3.—(1) Any contract made after the commencement of this Act, whereby a workman deprives himself of any right under this Act, shall be void, unless made in pursuance of a request in writing from every such workman with whom the contract is to be made, and unless it is made in consideration of such undertaking by the employer as herein-after mentioned, and that undertaking is duly fulfilled.

"(2) The undertaking shall be to make, so long as the workman continues in his employment, an adequate contribution towards such insurance as herein-after mentioned of the workman or, in case of death, his representatives against every accident occurring in the course of his employment, and to make good to the workman, or, in case of death, his representatives, any sum which becomes payable in respect of the insurance, but which is not paid.

“(3) The insurance shall be to such amount and on such conditions as will insure to the workman, or in case of death, his representatives, a benefit equivalent to the compensation recoverable under this Act.

“(4) If any question arises whether an undertaking by an employer sufficiently complies with the requirements of this section, evidence that a similar undertaking has or has not been accepted as sufficient by persons employed under similar circumstances or in the same class of employment shall be admissible as evidence of the sufficiency or insufficiency of the undertaking.

“(5) On the application of a workman in any coal mine, metalliferous mine, factory, or workshop, or of his employer, one of her Majesty's Principal Secretaries of State, and on the application of a workman in any other employment, or of his employer, the Board of Trade, may (a) consider and decide whether a contract made or proposed to be made between the workman and his employer whereby the workman deprives himself of any right under this Act, is made, or proposed to be made, on such consideration as in this section mentioned, and if the Secretary of State or Board of Trade decide and certify that the contract is so made, or is proposed to be so made, then not only that contract, but contracts in similar terms with other workmen engaged under the same employer or his successor in business and in a similar employment under similar circumstances, shall, without further proof, be deemed to have been made on such consideration as in this section mentioned (b).

“(6) The compensation payable in pursuance of the insurance may be either a capital sum or an annual or other periodical payment to the person injured or his representatives.”

(a). The Home Secretary proposed

“after ‘may’, to insert ‘after such notice to other workmen engaged under the same employer as they think necessary’.

(b). “And after ‘mentioned’, to insert ‘provided always, that the Secretary of State or Board of Trade may at any time, on the like application, review and reverse or confirm any decision

previously given under this section ; and such previous decision, if reversed, shall thereafter have no effect'."

Personally, I should prefer to omit the words "made after the commencement of this Act" from the first line of the clause, so as to make its provisions apply to all contracts, whether before or after; but the Government have dealt with existing contracts on the lines of the proposals of the Trades Union Bill of 1886. This clause, amended in Grand Committee, was an attempt by the Government draughtsman to embody the following recommendation of the Select Committee:

"No contract or agreement made or entered into with a workman shall be a bar or constitute any defence to an action for the recovery, under this Act, of compensation for any injury, unless on entering into or making such contract or agreement there was other consideration than that of such workman being taken into or continued in the employment of the defendant.

"Such other consideration shall be :

"(a). That the employer shall have contributed to an insurance fund for the benefit of such workman against every accident arising in such employment.

"(b). That it has been certified by a competent authority that the employer's contribution to such fund bears a full proportion to the contribution of such workman, and that the benefit to be received by such workman from such fund is fully adequate, having regard amongst other things to the amounts recoverable as compensation under the Act, provided always that if any amounts payable by such society or fund shall not be paid in accordance with the rules, the employer shall be liable to make good any deficiency so arising."

It appeared in evidence, and was practically undisputed before the Select Committee, that out of the total accidents occurring there are very few for which the injured person is entitled, either under the Act or at Common Law, to

recover damages. Many accidents result from contributory negligence on the part of the person injured. Many accidents result from disputable causes, and as to which conclusive evidence is often wholly unobtainable. Many accidents result from causes as to which difference of opinion may honestly prevail. The Select Committee thought, therefore, that a mutual fund to which the employer adequately contributed, and which provided against every accident, would in all cases be desirable if it could be effected.

It is urged by the labor members that they desire in the Employers' Liability Bill to secure increased safety for life and limb amongst the workers rather than to obtain pecuniary recompense for injury. On this I would observe that where a statute is directed to attain such an object, then the breach by the employer must be followed by imprisonment or fine, or by civil remedy for damages. No one suggests that the employer should be criminally prosecuted except for criminal negligence, and with this the Employers' Liability Act has no concern whatever. Its enactments are not even needed for any case of personal negligence or misdoing by the employer. For such the remedy is complete at common law. It is, therefore only possible in an Employers' Liability Bill to provide a pecuniary remedy for injury suffered.

It is alleged that where employers have insured against their liability under the Act there has been greater carelessness and more accidents; and I understood Mr. Fenwick to try to prove this by figures, which he alleged showed that where employers had contracted out of the Act the loss of life was greater than where the Act was in force. This argument is, in any case, confusing. If employers

have nakedly contracted out of the Act, then they do not need to insure, and in fact do not insure, themselves against liability under the Act, for they have no such liability. When employers insure themselves with a great company against damages possibly accruing from liability under the Act, it is when they have not contracted themselves out. It was contended at the Bradford Congress, and also in the House of Commons, that insurance by an employer against his liabilities under the Act ought not to be allowed, but no attempt to prevent insurance of this kind was ever proposed by the Trades Union Bill of 1886.

The cases of mutual funds contributed to in agreed proportions by both employers and employed, to provide for specified payments against every kind of accident, stand on quite a different footing from mere insurances against liability under the Act. But even here it is urged that "an employer who contributes by regular instalments to an accident or death fund has no inducement to take extra care to ensure the safety of his workmen. Whether there be few accidents or many his outlay is the same." On this, Mr. A. M. Chance, who was examined before the Select Committee, writes to the *Times*, under date December 8th :

"One strong argument against sanctioning such contracts seems to be that masters will be less careful, and that accidents will be more frequent at works where such friendly arrangements are in force. In my evidence before the Select Committee in 1886, see pages 350 to 359 of the report, I endeavored to combat this view, and the figures which I now submit, for a still longer period, tend to still further strengthen my opinion as to the advantages thus accruing to the workpeople themselves by diminishing the number of serious accidents. At these works, where some 650 men find regular employment,

during the nine years 1872 to 1880 inclusive seven deaths occurred from accidents.

"On the 1st of January, 1881, the provident accident scheme which I framed came into operation, and during the eight years commencing 1881 I rejoice to say that we have not had one single fatal accident. This immunity from serious accidents I largely attribute to the greater care and vigilance exercised by the men themselves, in consequence of the interest which our scheme throws upon them."

The reasons which moved the Select Committee of 1886 to make the recommendation on which this clause was based were as follows; that contracting out of the Act had been very common, and in some cases had been forced upon the men without any advantage accruing to the men for the loss of the statutory rights. This the Select Committee desired to prevent. On the other hand, there was evidence of contracts in which the men did obtain sensible advantage; contracts which the men themselves desired to preserve, and which they in very large numbers asked the Committee and Parliament not to annul. Such contracts, where clearly advantageous to the men, the Committee desired to do nothing to destroy.

Mr. Ruegg, a counsel of great experience in cases under the Act of 1880, and who was called by Mr. A. O'Connor, said: "I think that any good insurance scheme contributed to by the employers and workmen is far better for the workmen than their chance of recovering damages under the Employers' Liability Act".

Your eloquent colleague in the representation of the Northumberland Miners quoted a number of figures to the House, which, he contended, made out that where the men had contracted out of the Act, there had been increased insecurity to life and limb. I was unable by the

rules of debate to then offer any reply to Mr. Fenwick, whose conclusions I dispute, and whose method of stating figures I venture to challenge. First, I object that to take the four years which Mr. Fenwick alone quoted is insufficient, and that to confine the figures to one industry would not be conclusive. That in order to ascertain how far the Employers' Liability Act of 1880 really affected this question of improved safety to life and limb, comparison should, if possible, be made in all industries in specified districts prior to 1880, and in those districts after its passing, distinguishing where the Act was in operation and where there had been contracting out. Comparisons between different mining districts may be wholly misleading in consequence of the difference in the dangerous character of the seams and methods of working. A practical and most intelligent miner has furnished me with a tabulated statement compiled from the yearly official reports of the Inspectors of Mines, which are published as Parliamentary papers, and showing the percentage of loss of life in the very districts referred to by Mr. Fenwick for the seven years immediately preceding the operation of the Act, and for the seven years since it has been in operation, and also showing the figures for the four years named by Mr. Fenwick; and so far from proving Mr. Fenwick's contention, it is shown in both cases that there has been a greater improvement in the districts where the men contracted out of the Act, than where the Act was allowed to remain in full force. That is, I contend that the figures taken with reasonable fairness, show exactly the opposite of Mr. Fenwick's contention, and read by the light of the evidence taken before the Select Committee, shew that

the mutual funds have been accompanied with increased safety to the men. Nos. 1 and 2 of the following tables are for the districts in which the Act is in full operation. Nos. 3 and 4 are for districts where contracting out of the Act has prevailed.

NUMBER OF PERSONS EMPLOYED PER LIFE LOST.

No. 1.—Northumberland, Cumberland, and North Durham :

1874	..	..	722	1881	..	..	740
1875	..	..	686	1882	..	..	672
1876	..	..	696	1883	..	..	691
1877	..	..	727	1884	..	..	793
1878	..	..	890	1885	..	..	582
1879	..	..	716	1886	..	..	938
1880	..	..	834	1887	..	..	769

Average—753

Average—740·71

1·6 more lives lost than before the introduction of the Act.

No. 2.—South Durham, Westmoreland, and North Riding of Yorkshire :

1874	..	..	710	1881	..	..	605
1875	..	..	709	1882	..	..	305
1876	..	..	728	1883	..	..	801
1877	..	..	570	1884	..	..	744
1878	..	..	610	1885	..	..	708
1879	..	..	823	1886	..	..	622
1880	..	..	236	1887	..	..	758

Average—626·57

Average—649

3·5 fewer lives lost than before the Act came into operation.

No. 3.—West Lancashire and North Wales :

1874	..	..	380	1878	..	..	128
1875	..	..	349	1879	..	..	407
1876	..	..	348	1880	..	..	443
1877	..	..	318	1881	..	..	262
1882	..	..	426	1885	..	..	428
1883	..	..	502	1886	..	..	449
1884	..	..	460	1887	..	..	485

Average—339·28

Average—430·28

26·8 fewer lives lost during the last seven years than in the previous seven years.

No. 4.—South Wales :

1874 384	1881 402
1875 404	1882 379
1876 396	1883 325
1877 .. . 367	1884 349
1878 357	1885 275
1879 346	1886 391
1880 208	1887 319

Average—351·71

Average—348·57

0·9 more lives lost than in the seven years previous to the introduction of the Act.

The result for the four years selected by Mr. Fenwick, that is, comparing four years before the passing of the Act, with the last four years under the Act, is as follows :

	Percentage reduction in loss of life.	Increase in loss of life.
No. 1 District, where Act is in operation.	—	2·7°/o
No. 2 District, where Act is in operation.	26°/o	
No. 3 District, where men contracted out of the Act. . .	40·5°/o	
No. 4 District, where men contracted out of the Act. . .	5·2°/o	

Mr. George Lamb Campbell, secretary to the Central Association for dealing with distress caused by mining accidents, gave most important evidence before the Select Committee of 1886 on this point. He presented tables (pp. 529-30, 31 of Report) showing deaths by fatal accident, disablement cases, and the number of miners' permanent societies who in 1886 had, and the number who then had not, contracted out of the Act; and in answer to questions 3496-7 he stated that the North Wales district, in which the whole of the miners were contracted out of

the Act by an arrangement of a permanent fund, "shows the lowest rate of disablement accidents in the kingdom, and that this rate has been steadily decreasing since the Employers' Liability Act came into operation". This evidence gains in importance when taken in connexion with the quotation from the letter of Mr. Chance.

Strong objection has been taken to the opportunity given by the Bill for employers and workmen to submit the fairness of the mutual insurance contract to the decision of a Government official; but to whom would you propose to submit such contract for decision? If you say that it must be left in each case to a judge and jury, then you are confronted by the workmen's just complaint that even where they recover damages large extra costs go to the attorney, and are also met by the declaration of the employer that even where he is held to be right he is, from the poverty of the workman, unable to recover.

I believe that you have always recognised that the subject is one of great delicacy and difficulty in its treatment, and I venture to express my deepest regret that the extraordinary and unwarranted language of denunciation applied by Mr. Broadhurst to the motives which prompted the present shape of the Bill, and which denunciation, if just, fell on the Select Committee of 1886, compelled me to speak with distinctness and severity in reply. I defended my own work as one of that Committee. I do not pretend that there is infallibility or perfection in the suggestions embodied in the Committee's Report, but I do assert that we all did our best, in view of conflicting interests and opinions, to pass a Bill which on the one hand should be clearly more beneficial to the workman than the law as it stands at present, and on the other hand should be as

little injurious as possible to the interests of employers. It is to me sore proof that we failed lamentably, if you even acquiesce by silence in the astounding declaration of Mr. Broadhurst, that the Bill is the worst ever introduced into the House of Commons.
